



# Merchant Application

StrataPay Pty Ltd ABN 52 097 607 451  
 Australian Financial Services Licence: 247378

<b>Referred By:</b>	
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## LEGAL ENTITY

**Full Name of Legal Entity:** \_\_\_\_\_  
*(for example: ABC Pty Ltd as trustee for The Smith Family Trust or John Smith)*

**Trading Name:** \_\_\_\_\_ *(for example: trading as: Smith Shoes)*

**ABN:** \_\_\_\_\_

## NATURE OF BUSINESS

- Describe what it is you sell. *(for example: physical products, trade services, professional services, virtual services etc)*

\_\_\_\_\_

- How do you receive orders from customers? *(for example: face-to-face, legal contracts, mail order, internet etc)*

\_\_\_\_\_

- Who are your customers? *(for example: long term clients, once only clients, other retailers, corporate clients etc)*

\_\_\_\_\_

- Do you receive payment before delivery of goods or services? YES / NO If Yes, please describe the normal length of time before a client's order/request has been fulfilled. *(for example: 30 days for delivery, monthly service fee in advance etc)*

\_\_\_\_\_

\_\_\_\_\_

## CONTACT INFORMATION

**Trading Address:** \_\_\_\_\_ **Post Code:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_ **Post Code:** \_\_\_\_\_

**Bus. Phone Number (Mandatory):** ( ) \_\_\_\_\_ **Fax Number:** ( ) \_\_\_\_\_

**Name of Principal Contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Email** \_\_\_\_\_

**Direct Phone Number:** ( ) \_\_\_\_\_ **Mobile Phone Number:** ( ) \_\_\_\_\_

## DIRECTORS / PROPRIETORS / SOLE TRADERS DETAILS

*(must be completed for each Director / Proprietor – if insufficient space print a second copy of page 1 and attach)*

NAME	RESIDENTIAL ADDRESS	DATE OF BIRTH	DRIVERS LICENSE NUMBER
		/ /	
		/ /	
		/ /	
		/ /	

**You should obtain and consider the Product Disclosure Statement, available at [www.stratapay.com.au](http://www.stratapay.com.au) or by telephoning 1300 135 610, before deciding whether to acquire and use the StrataPay Merchant Facility.**

**INDEPENDENT 3<sup>RD</sup> PARTY TRADE REFERENCES**

COMPANY NAME	ADDRESS	TELEPHONE #	CONTACT NAME
1:			
2:			

**PRIOR MERCHANT FACILITIES**

**Have you or the business ever had a Merchant Facility with another Provider? YES / NO**

If YES, please indicate if it is still current, the name of the provider and arrange for copies of the last 6 months statements to be attached to the application OR if it is no longer current the reason for closure along with the statements.

**Have you or the business ever been rejected on application for a Merchant Facility? YES / NO**

**MAXIMUM EXPECTED TRANSACTION SIZES**

<b>Per Transaction:</b>	\$	<b>Per Day:</b>	\$	<b>Per Week:</b>	\$
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**CREDIT CHECK & AUTHORITIES**

**1. Recommendation to seek independent legal advice**

You and each guarantor acknowledges that StrataPay Pty Ltd has recommended that independent legal advice be sought in relation to the attached documentation and you and each guarantor warrant to StrataPay that each has read the attached documentation and understand their meaning and effect and, in particular, has a full understanding of the liabilities and obligations or, and implications for, your and each guarantors respective affairs and assets. Accordingly, where we have not elected to obtain independent legal advice in relation to the attached documentation you and each guarantor waives any right or recourse each may otherwise have against StrataPay for not having obtained such advice.

**2. Agreement that StrataPay Pty Ltd may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)**

If **StrataPay Pty Ltd** considers it relevant to assessing my/our application for commercial credit, I/we agree to **StrataPay Pty Ltd** obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by **StrataPay Pty Ltd**.

**3. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)**

I/we agree to **StrataPay Pty Ltd** obtaining personal information about me/us from other credit providers, whose names I/we may have provided for **StrataPay Pty Ltd** or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to **StrataPay Pty Ltd**.

**4. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)**

I/we agree that **StrataPay Pty Ltd** may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

**Upon receipt of signed application form, a once only \$199 registration fee will be collected from your bank account.  
Terms – Payment required within 7 days of invoice being available for download from website.**

Name (please print) \_\_\_\_\_

Signature  \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature  \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature  \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature  \_\_\_\_\_ Date \_\_\_\_\_

## GUARANTEE AND INDEMNITY

In consideration of StrataPay covenanting to provide the services contemplated in the terms and conditions and covenanting to pay each guarantor \$1.00 if demanded, each guarantor jointly and severally guarantees to us the due and punctual performance and observance of all obligations, agreements and stipulations (including those of negative character) under this agreement including the payment of all moneys payable under or in pursuance of the terms and conditions of this agreement and each guarantor further hereby covenants and agrees with us that it will indemnify and keep us indemnified against any loss which we may suffer or incur in consequence or any failure on your part to promptly perform its obligations under this agreement including any loss which we may suffer or incur in consequence of any failure on your part to promptly pay all moneys due under this agreement and it is hereby further covenanted and agreed that this guarantee and indemnity shall not be affected or discharged by us granting to you any time or other indulgence or other consideration or by reason of any transactions that may take place between us and you or between us and any guarantor or by any other act or omission on your part whereby the liability of the guarantor or guarantors (as the case may be) as surety would but for this provision have been affected or discharged.

**First** Guarantor's Name (please print) \_\_\_\_\_

Signature x \_\_\_\_\_ Date \_\_\_\_\_

**Second** Guarantor's Name (please print) \_\_\_\_\_

Signature x \_\_\_\_\_ Date \_\_\_\_\_

**Third** Guarantor's Name (please print) \_\_\_\_\_

Signature x \_\_\_\_\_ Date \_\_\_\_\_

**Fourth** Guarantor's Name (please print) \_\_\_\_\_

Signature x \_\_\_\_\_ Date \_\_\_\_\_

## APPLICATION CHECKLIST

### Have you completed or attached the following?

- |                                                                                                                                                                                                                                       |                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Included your organisation's ABN?                                                                                                                                                                            | <input type="checkbox"/> Estimated your Expected Transaction Sizes?                                                                                                                                    |
| <input type="checkbox"/> Included <b>two independent</b> Trade References?                                                                                                                                                            | <input type="checkbox"/> Attached copies of 3 mths printed Bank Statements?<br><i>Failing to provide this may result in your application being rejected. Internet statements will not be accepted.</i> |
| <input type="checkbox"/> Supplied a <b>clear</b> copy of Photo Id? <ul style="list-style-type: none"><li>• Photo Id is required for all Directors/Partners;</li><li>• A copy of both sides is required for drivers license.</li></ul> | <input type="checkbox"/> Attached 6 Months Merchant Statements (if applic)?                                                                                                                            |

### Guarantors Checklist

- |                                                                                             |                                                                        |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Independent legal advice sought on signing guarantee and indemnity | <input type="checkbox"/> Guarantee & Indemnity signed by all Directors |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------|

Please contact StrataPay customer service on 1300 135 610 for any enquiries related to your application.

The completed Merchant Application form and associated documents (including this checklist) should be sent to StrataPay via post at the following address:

**StrataPay Pty Ltd  
Locked Bag 9 GCMC  
BUNDALL QLD 9726**



StrataPay Pty Ltd ABN 52 097 607 451  
Australian Financial Services Licence: 247378

**StrataPay Agreement**  
**Incorporating Real Estate Agent/Merchant**  
**Account Fee Authorisation**  
**Direct Debit Request, Acknowledgments**  
**BPAY Sub-biller Agreement**

StrataPay Agreement and Request to debit the account named below to pay

**StrataPay Pty Ltd – Trust Fund Account**

Business / Company Name and Your Full Name

\_\_\_\_\_ ABN \_\_\_\_\_

Address \_\_\_\_\_

I/We request that monies due in terms of these payment arrangements covered by this document be drawn by **StrataPay Pty Ltd** (User Id: 056118) under the Direct Debiting System from my/our account detailed below.

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(Leave blank if not known)

1. By signing this *StrataPay Agreement* and *direct debit request* you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and **StrataPay Pty Ltd** as set out in this *StrataPay Agreement* and *direct debit request* and in *your terms and conditions of StrataPay Agreement* and *direct debit request* [as attached]. You also acknowledge that you have read and understand the BPAY Sub-biller Agreement which forms part of this StrataPay Agreement and agree to be bound by the terms and conditions of the attached BPAY Sub Biller Agreement.
2. Periodic debits may be made to reimburse *StrataPay* for any *chargebacks, reversals, service fees, transaction fees*, amounts authorised by you from time to time, and/or charges arising out of this *direct debit request*.
3. *StrataPay* will accept all payments including those where service fees apply for use of credit cards or charge cards in accordance with the data supplied to *StrataPay* from time to time indicating that payment by credit card has been approved or the issuance of payment slips, cards or other material which indicate acceptance of credit cards and/or charge cards.

**INSERT DETAILS OF ACCOUNT TO BE DEBITED**

(ie: the account from which fees and refunds will be taken)

Financial institution name \_\_\_\_\_

Address \_\_\_\_\_

Name of Account \_\_\_\_\_

BSB Number    —    Account Number

Account Holder Signature/s x \_\_\_\_\_

x \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

(If signing for a company, sign and print full name and capacity for signing eg. Director)

**INSERT DETAILS OF ACCOUNT TO BE CREDITED**

(ie: the account to which the net proceeds of payments will be deposited)

Financial institution name \_\_\_\_\_

Address \_\_\_\_\_

Name of Account \_\_\_\_\_

BSB Number    —    Account Number

Account Holder Signature/s x \_\_\_\_\_

x \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

(If signing for a company, sign and print full name and capacity for signing eg. Director)

## Terms and Conditions of StrataPay Agreement and Direct Debit Request

### Definitions

*Account* means the account held at *your financial institution* from which *we* are authorised to arrange for *funds* to be debited.

*Authorisation* means, in respect of a transaction, our confirmation that, at the time at which confirmation is given the card has not been reported lost or stolen and that there are sufficient funds available in the account being accessed to cover that transaction.

*Banking day* means a day on which general banking business is conducted throughout Australia except for Saturdays, Sundays and national or state public holidays.

*Business day* means a day other than a Saturday or a Sunday or a public holiday.

*Chargeback* means a *reversal* of a *payment* made in accordance with any *financial institution* card association rules existing from time to time.

*Debit day* means the day that *payment* by *you* to *us* is due.

*Direct debit request* means the *direct debit request* between *us* and *you*.

*Funds* means any amount held on behalf of *you* by *your financial institution* or any amount held by the *payer* in their financial institution from which *StrataPay* (*User Id: 056118*) may debit amounts.

*Guarantor* means where *you* are a corporate entity, each director or nominee of *you* that has agreed to guarantee *your* performance under these Terms and Conditions.

*Nominated card* means a type of card accepted by *StrataPay* details of which are identified as under clause 12 these *terms and conditions*.

*Notice* means a notice, request, consent and any other communication in connection with this agreement.

*Payer* means the person or persons who use the *payment service*.

*Payment* means a particular transaction where a debit is made from the *funds* or credit card account

*Payment service* means the provision of payment options facility through *StrataPay* via its internet sites, by telephone or mail or its agents.

*Person* includes a firm, body corporate, unincorporated association, or authority. It also includes their successors and assigns.

*Receipt* means a document used to evidence a transaction other than a manual transaction.

*Reversal* means the reversal of a *payment* as a result of *chargeback* or dishonour of a *direct debit payment*.

*Service fee* means a charge for each *payment* processed in accordance with the Schedule at clause 12 of these *terms and conditions* where a credit or charge card is used.

*Transaction* includes a bill payment transaction

*Transaction fee* means a charge for each *payment* processed in accordance with the Schedule at clause 12 of these *terms and conditions*.

*StrataPay* means *StrataPay Pty Ltd* (ABN 52 097 607 451) or any of its officers, employees, servants, agents or contractors.

*Subscription* means the annual amount paid to *StrataPay* for use of the *payment services*. (if applicable)

*Terms and conditions* means these terms and conditions agreed by *you* and *each guarantor* to *us*.

*Us* or *we* means *StrataPay* who *you* have authorised to receive *payments* by signing a *direct debit request*.

*You* means the customer who signed the *direct debit request*.

*Your financial institution* is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

### 1. Debiting your account

1.1 By signing the *direct debit request*, *you* have authorised *us* to arrange for *funds* to be debited from *your account*. *You* should refer to the *direct debit request* and these *terms and conditions* for the terms of the arrangement between *us* and *you*.

1.2 *We* will only arrange for *funds* to be debited from *your account* as authorised in the *direct debit request*.

1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking day*.  
If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

1.4 *Funds* deposited into *your account* by *StrataPay* are subject to retrieval by *StrataPay* plus any costs incurred in the event of a *chargeback* or *reversal* of the *payment* by the *payer's* bank or agent. In the event that the *direct debit request* is withdrawn then *you* will still be liable for *funds* affected in this manner.

1.5 A *service fee* may be applied for each *payment* processed by *StrataPay*, unless paid by the *payer*.

1.6 A *transaction fee* may be applied for each *payment* processed by *StrataPay*, unless paid by the *payer*.

<b>2. Changes by us</b>	2.1	<i>We will not vary any details of this agreement or a direct debit request without giving you at least fourteen (14) days written notice. Current terms and conditions may be obtained by request from StrataPay.</i>
<b>3. Changes by you</b>	3.1	Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting us on 1300 135 610.
	3.2	If <i>you</i> wish to stop or defer a <i>debit payment</i> you must notify <i>us</i> in writing at least seven (7) days before the next <i>debit day</i> . This notice should be given to <i>us</i> in the first instance.
	3.3	<i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your account</i> at any time by giving <i>us</i> seven (7) days notice in writing before the next <i>debit day</i> . This notice should be given to <i>us</i> in the first instance. Cancellation will not affect our right to debit <i>your account</i> for fees and <i>chargebacks</i> .
<b>4. Your obligations</b>	4.1	It is <i>your</i> responsibility to ensure that: (a) to ensure the DDR is signed in terms of account signing authority (ie: joint accounts); (b) to ensure StrataPay is advised if your account is transferred or closed; (c) to arrange a suitable alternative payment arrangement if the DDR is cancelled; (d) there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i> .
	4.2	If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i> : (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i> ; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i> ; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i> .
	4.3	<i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct
	4.4	<i>You</i> warrant to StrataPay that <i>you</i> have the power to operate the <i>account</i> in accordance with these <i>terms and conditions</i> and to appoint StrataPay to provide <i>payment services</i> .
	4.5	<i>You</i> also warrant that <i>you</i> will provide StrataPay with the <i>subscription</i> for using the <i>payment services</i> .
	4.6	If StrataPay is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then <i>you</i> agree to pay StrataPay on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate. Any stamp duty payable on these <i>terms and conditions</i> or on any <i>debit payment</i> is <i>your</i> responsibility.
<b>5. Dispute</b>	5.1	If <i>you</i> believe that there has been an error in debiting <i>your account</i> , <i>you</i> should notify <i>us</i> directly on 1300 135 610 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.
	5.2	If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by passing an adjustment to <i>your</i> account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.
	5.3	If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.
	5.4	Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i> . If <i>we</i> cannot resolve the matter <i>you</i> can refer it to <i>your financial institution</i> .
<b>6. Accounts</b>	6.1	<i>You</i> should check: (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i> .
<b>7. Confidentiality</b>	7.1	<i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any StrataPay employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.
	7.2	<i>We</i> will only disclose information that <i>we</i> have about <i>you</i> : (a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).
	7.3	<i>We</i> will collect, use and disclose any personal information in accordance with StrataPay's privacy policy which is available upon request from <i>you</i> to StrataPay.
<b>8. Notice</b>	8.1	Notice under this agreement shall be deemed to be served on a party hereto if given by mail, facsimile or email to the latest address for service as notified in writing to StrataPay Pty Ltd. It is the obligation of the parties hereto to notify a current address for service. In the case of mail service shall be deemed to be effected, 3 business days from date of posting, in the case of facsimile service shall be deemed to be

effected on the date and time as recorded in the facsimile report and in the case of email service shall be deemed to be effected on the date and time of transmission of the message by the sender if the message is not rejected.

8.2 If you wish to notify us about anything relating to these *terms and conditions*, you should notify us in writing at the address: **StrataPay Pty Ltd, Locked Bag 9, Gold Coast MC, QLD, 9726.**

8.3 We shall give notice to you of any changes in *terms and conditions* in accordance with section 8.1.

**9. Contact Information**

**You can contact StrataPay Pty Ltd through the following channels:**

**Mail:** StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL QLD 9726

**Email:** payments@stratapay.com.au

**Facsimile:** 07 5575 7433

**Telephone:** 1300 135 610

**10. Payments and Settlement**

10.1 *Payments* received by StrataPay in your favour are subject to clearance and will be credited to your account within three banking days of clearance subject to the other provisions in this agreement.

**11. Indemnity and Authority**

11.1 By signing the *direct debit request* you hereby acknowledge that StrataPay will not be liable for any indirect or consequential loss or damage (including legal fees and other costs incurred) arising out of:

- (a) loss of funds, delay, *chargebacks*, *reversals* and/or unavailability of *payment services* by StrataPay;
- (b) the inaccuracy, inadequacy or incompleteness of the information contained on the StrataPay internet site or any of its printed material;

11.2 By signing the *direct debit request* you hereby indemnify StrataPay and acknowledge that StrataPay will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:

- (a) a breach of these *terms and conditions* by you including any act, neglect or default by you, your employees, licensees or clients;
- (b) any successful claim by any third party against StrataPay in respect of any matter arising from the operation, use, transfer of data or monies to and from StrataPay and/or StrataPay by you; or
- (c) your conduct in general.

You also hereby authorise StrataPay to make enquiries as to the suitability of my being a StrataPay customer.

**12. Publicity**

12.1 You hereby agree not to make or authorise a press release or other public statement concerning the *payment services* without prior written consent from StrataPay. Any publicity or other materials containing references to anyone or anything connected with the *payment services* must not be distributed without the StrataPay's prior written consent.

**13. Schedule of Fees**

13.1 The price for the *payment service* is a charge of \$2.50 for each transaction plus, if a credit card or charge card is used a service fee will apply. The service fees are a percentage of the *payment amount*. They are as follows: Visa, MasterCard, and Bankcard (issued in Australia): 1.65%; American Express and Diners Club (issued in Australia): 2.65%. For cards issued outside Australia an additional charge of 2% of the *payment amount* will be applied. Credit Cards Accepted: Visa, MasterCard and Bankcard; Charge Cards Accepted: American Express and Diners Club (available at Coles Supermarket ServiceATM® and BillExpress™ newsagencies); A charge of \$0.30 will be added to transactions where an SMS confirmation message is to be sent out.

13.2 The additional charge for SMS confirmation messages will apply even if the SMS does not get received due to an incorrect telephone number or any other reason.

13.3 Dishonoured cheques, dishonoured direct debits (from either bank accounts or credit cards), or credit card chargebacks attract a fee of \$35.00 per incident.

13.4 Rejected payouts to you, either due to closure of your bank account, incorrect bank account details or any other reason will incur a fee of \$35.00 per incident.

13.5 A charge of \$10.00 may be incurred per reversal/refund request enforced at the discretion of StrataPay.

13.6 Card replacement and additional cards cost \$11.00 per card.

13.7 The prices for any fees or charges may be varied without notice.

13.8 All prices are inclusive of GST.

**14. General**

14.1 These *terms and conditions* are governed by the law of Queensland. You may not assign your rights or obligations under this agreement without the written agreement of StrataPay. If any part of these *terms and conditions* are unenforceable, the remainder will not be affected.

**15. Your Obligations (Merchant)**

15.1 Subject to the other provisions of this agreement, you:

- (a) must accept for payment of goods and services provided by you any valid and acceptable nominated card at your normal prices (as reasonably determined by us) and you must not add any surcharge to a transaction unless expressly provided for by law in which case the surcharge must be included in the transaction amount and not collected separately; and
- (b) must perform all obligations (including, without limitation, supplying all goods and/or services) to the cardholder in connection with a sale before informing us about the bill payment transaction; and
- (c) must not sell, purchase, provide or exchange any information or document or an account number relating to a cardholder, a cardholder's nominated card number or a transaction to any person other than:
  - (i) us; and
  - (ii) the agents you use in your business for an approved purpose; and

		(iii) the card issuer; and
		(iv) as required by law, and when a document is no longer required to be retained, it must be destroyed in a manner which makes the information unreadable, and
		(d) must take reasonable steps to ensure that the information and documents mentioned in 15.(c) are protected from misuse and loss and from unauthorised access, modification or disclosure; and
		(e) must not make any representation in connection with any goods or services which may bind us or any card scheme organisation; and
		(f) must not indicate or imply that we or a nominated card issuer endorse any goods or services or refer to a nominated card in stating eligibility for goods, services or any membership; and
		(g) must not accept a nominated card or transaction which is of a type we have previously advised you is not acceptable to us; and
		(h) must not provide notice to any cardholder with whom you enter a transaction that you are responsible for that transaction, including for any goods and services provided, any payment transaction, related customer service, dispute resolution and performance of the terms and conditions of the transaction; and
		(i) not distinguish between issuers of a nominated card in processing a transaction.
<b>16. Accepting nominated card details</b>	16.1	You must: <ul style="list-style-type: none"> <li>(a) establish a fair policy for dealing with refunds and disputes about transactions; and</li> <li>(b) if a credit card transaction for a sale does not cover the full amount of the sale, in the situation in which a nominated card is used to make a deposit or pay an instalment – you may accept a nominated card in payment of all or part of the outstanding balance; and</li> </ul>
<b>17. Receipts</b>	17.1	You must prepare a receipt for each transaction. The information contained on it must be identical with the information on any other copy and must legibly include: <ul style="list-style-type: none"> <li>(a) the amount of the transaction; and</li> <li>(b) its date and time (if practicable); and</li> <li>(c) a description of any goods or services sold sufficiently to identify them; and</li> <li>(d) an indication of the relevant card and</li> <li>(e) the currency symbol if it is in a foreign currency; and</li> <li>(f) details of card number, card issuer, cardholder, terminal (if any) and merchant; and</li> <li>(g) the transaction authorisation number (if any).</li> </ul>
	17.2	The cardholder must be issued with a receipt immediately after completing the transaction.
	17.3	You must retain for at least 18 months after a transaction – the original receipt or a copy of any such document where permitted by applicable law. You must provide us with this evidence of the transaction within 7 banking days if we ask for it. If you fail to do so to our satisfaction, we may charge a sales transaction back to you if the amount cannot be collected from the cardholder.
<b>18. Informing us about transactions</b>	18.1	In giving us information on a transaction or otherwise for the purposes of this agreement, you warrant that: <ul style="list-style-type: none"> <li>(a) all the particulars are true; and</li> <li>(b) the transaction is valid and acceptable; and</li> <li>(c) the cardholder is not disputing the transaction or making a set-off or counterclaim</li> </ul>
<b>19. Transactions not valid or acceptable</b>	19.1	A transaction for a bill payment is not valid if: <ul style="list-style-type: none"> <li>(a) the transaction is illegal; or</li> <li>(b) the transaction is before or after any validity period indicated on the relevant nominated card; or</li> <li>(c) the nominated card is listed on a warning bulletin sent to you or we have otherwise told you not to accept the nominated card; or</li> <li>(d) the transaction is not authorised by the cardholder; or the price charged for the goods or services is more than your normal price for them; or</li> <li>(e) the price charged for the goods or services is more than your normal price for them, or</li> <li>(f) this agreement was terminated before the date of the transaction; or</li> <li>(g) you have not complied with your obligations in this agreement; or</li> <li>(h) it occurs during a period in which your rights under this agreement were suspended or after this agreement was terminated; or</li> <li>(i) you cannot give a receipt as required by 16.1.</li> </ul>
	19.2	A transaction for a bill payment at our election, is not acceptable if: <ul style="list-style-type: none"> <li>(a) The cardholder disputes liability for the transaction for any reason or makes a claim for set-off or a counterclaim; or</li> <li>(b) It is of a class which we decide, at our discretion, is not acceptable.</li> <li>(c) It causes you to exceed any transaction or volume limits which we impose at our discretion.</li> </ul>
	19.3	We may refuse to accept a transaction if it is not valid or not acceptable, or may charge it back to you if we have already processed it even if we have given you an authorisation (either electronically or by telephone).
<b>20. Promotional material and advertising</b>	20.1	You consent to us advertising or publishing your acceptance of nominated cards to users or potential users of those cards.
	20.2	You must use advertising and promotional material for the nominated cards or which show a card scheme logo or mark only with our consent and in the manner we approve.
<b>21. Cardholders creditworthiness</b>	21.1	You cannot infer from the fact that a cardholder has been issued with a nominated card, or that a transaction has been processed or an authorisation has been given (either by telephone or electronically),

that we have guaranteed:

- (a) The cardholder's creditworthiness; or
- (b) The correct identity of the cardholder; or
- (c) That the transaction is valid and acceptable; or
- (d) That you have complied with your obligations under this agreement.

**22. Approval and/or Termination**

- 22.1 Your use of the *StrataPay payment service* is subject to approval by *StrataPay*. *StrataPay* may decline an application without providing a reason. *StrataPay* may terminate this Agreement and withdraw the *Payment service* without notice and without providing a reason.
- 22.2 *StrataPay* may, at its own discretion, defer or withhold settlement of a payment if it believes that the payment is for or the result of an illegal activity or the service or goods provided are of a nature which is not approved by *StrataPay* or it believes that the payment may be reversed or queried by the payer.

**23. BPay**

- 23.1 The attached BPAY Sub-biller Agreement forms part of this *StrataPay* Agreement.

# This attachment forms part of the StrataPay Agreement

## BPay Sub-biller Agreement

### Details

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<b>Customer</b>	Name	<b>As per StrataPay Agreement</b>
	ACN/ARBN	<b>As per StrataPay Agreement</b>
	Address	<b>As per StrataPay Agreement</b>
	Address for service of notices	<b>As per StrataPay Agreement</b>

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<b>Master Biller</b>	Name	<b>StrataPay Pty Ltd</b>
	ACN/ARBN	<b>52 097 607 451</b>
	Address	<b>“MaxSoft House” Building 1 175 Varsity Parade Varsity Lakes Qld 4226 Australia</b>
	Address for service of notices	<b>Locked Bag 9 Gold Coast Mail Centre Bundall Qld 9726 Australia</b>

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<b>Institution</b>	Name	<b>Heritage Building Society Limited</b>
	ACN/ARBN	<b>32 087 652 024</b>

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<b>MB Biller Code(s)</b>	74625, 74633, 74740, 74757, 74765, 74773, 74781, 74799, 74807, 74815, 74823, 74831, 74849, 74856, 74864, 74872, 74880, 74898, 74906, 74914, 74963, 74971, 74989, 74997.	
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<b>Account</b>	<b>As per StrataPay Agreement</b>	
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<b>Payment Methods</b>	Billers Codes 74625, 74963, 74997, 74989:	Debit Account Only
	All Other Biller Codes:	Credit Card & Debit Account

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<b>Date of this agreement</b>	<b>As per StrataPay Agreement</b>	
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## 1 Purpose

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*This agreement sets out the terms and conditions under which:*

- (a) *the Master Biller agrees to act on behalf of the Customer to facilitate the receipt of Bpay Payments by the Customer; and*
- (b) *the Customer agrees to accept Bpay Payments through the MB Biller Code.*

## 2 Authorisation

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- 2.1 The Customer agrees to receive payments through **BPAY** Payments made using the Payment Methods.
- 2.2 The Customer authorises the Institution, and directs the Master Biller to authorise the Institution:
  - (a) to accept Payments for the Customer made using the Payment Methods; and
  - (b) to credit and debit to the Account all amounts contemplated under this agreement.
- 2.3 Without limiting clause 2.2 in any way, the Customer authorises the Institution to make debits and credits to the Account as and when necessary to effect Payments and Adjustments made using the Payment Methods, and whether that Payment or the original transaction to which that Adjustment relates occurred before, on or after the date of this agreement.
- 2.4 The Customer agrees to do all acts, including without limitation executing any documents and other instruments, and give any consents, necessary to give effect to the authorisations in clauses 2.2 and 2.3.
- 2.5 The Customer may not give the Institution any instruction or direction, whether concerning the operation of an Account or otherwise, which is inconsistent with any authorisation or other provision of this agreement, and the Institution is entitled to disregard any such inconsistent instruction or direction.

- 2.6 The Customer acknowledges for the benefit of the Master Biller and the Payer Customers of the Customer that a Payment or Adjustment made to the Institution in its capacity as representative of the Master Biller will be treated as having been received by the Customer on the Settlement Date for that payment, whether or not it is in fact received by the Customer on that day.
- 2.7 The Master Biller will pass on to the Customer any information about Payments or Adjustments relating to the Customer which is received by the Master Biller from the Institution within 24 hours of receipt of that information by the Master Biller.
- 2.8 This agreement does not confer any rights or obligations on any party with respect to **BPAY** View. If a Sub-biller wants to participate in **BPAY** View, it may only do so with the prior written agreement of the Master Biller on such conditions as the Master Biller and the Sub-biller may agree.

## 3 Obligations of the Master Biller

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*The Master Biller must:*

- (a) *comply with its obligations under Bpay Payments as a Master Biller;*
- (b) *perform its obligations under Bpay Payments in relation to the Customer and this agreement with reasonable skill and care; and*
- (c) *use reasonable efforts to ensure that the Institution complies with its obligations in respect of Payments to the Customer.*

## 4 Obligations of the Customer

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- 4.1 The Customer must:
  - (a) correctly and promptly credit or debit as the case may be the amounts of each Payment received by the Customer to the Customer's accounting record applicable to the Payer Customer, as identified in the information provided to the Customer by the Master Biller;

- (b) promptly notify the Master Biller if it is unable to apply Payments to its Payer Customers for any reason;
  - (c) establish and maintain a fair policy for correction of errors and exchange and return of goods and services if a dispute arises in respect of a Payment;
  - (d) receive Payments for its own benefit and to its own accounts, not on behalf of third parties; and
  - (e) report to the Master Biller any fraud or suspected fraud involving the Customer or any of its Payer Customers.
- 4.2 The Customer consents, and agrees to ensure that its Payer Customers consent, to each information exchange necessary to allow:
- (a) the Institution and other participants in the BPAY Scheme to accept and process Payments from the Payer Customers of the Customer;
  - (b) the information exchanges contemplated by this agreement to occur; and
  - (c) the Master Biller to comply with its obligations and exercise its rights under this agreement.
- 4.3 The Customer agrees to be bound by the adjustment rules set out in the document called “Sub-biller Operations Manual Part 1” as attached to this agreement and as varied or amended from time to time. The Customer acknowledges:
- (a) receipt of the Sub-biller Operations Manual; and
  - (b) that the Sub-biller Operations Manual forms part of this agreement.
- (a) there is a public or bank holiday on the day or on the day after a Payer gives a Payer Direction;
  - (b) a Payer Direction is received either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day. These Payer Directions will ordinarily be processed by the Payer Institution on the next Banking Business Day;
  - (c) another financial institution participating in **BPAY** Payments does not comply with its obligations under the **BPAY** Scheme; or
  - (d) the Customer fails to comply or is suspected on reasonable grounds of failing to comply with its obligations under this agreement, or is suspected on reasonable grounds of being involved in fraud, and payments to the Customer are suspended pending resolution of the issue.
- 5.2 The Customer acknowledges and accepts that its ability to receive Payments through BPAY Payments may be suspended or terminated, without prior notice to the Customer, if the participation of the Master Biller or the Institution in BPAY Payments is suspended or terminated.
- 5.3 If for any reason beyond the Institution’s or Master Biller’s control a Payer Customer effects a payment to the Customer through **BPAY** Payments by which that Payer Customer’s Payer Institution receives value, but an equivalent value is not received by the Institution, the Institution is not liable to the Customer for that value not being credited to its Account, or if already credited, being debited to the Account by way of an Adjustment.

## **5 Customer acknowledgement**

- 5.1 The Customer acknowledges that a delay of any duration might occur and no rights arise as a result of a delay in the processing of Payment Instructions where:

## **6 Promotions and advertising**

- 6.1 The Master Biller is entitled to sub-license use of the Marks and grants the Customer a sub-licence to use the Marks including the Bpay logo and name in the manner specified in this agreement and the Standards Manual for the purposes of advertising its participation in and promotion of Bpay Payments to Payers and

- for no other purpose. The sub-licence granted pursuant to this clause terminates immediately on termination or expiry of the Master Biller's right to sub-license use of the Marks or on termination or expiry of this agreement.
- 6.2 The Customer acknowledges that **BPAY** owns the Marks and agrees:
- (a) not to contest or in any way impair any rights of **BPAY** to the Marks; and
  - (b) at any time at the request of the Master Biller or Institution to include a statement on any packaging, promotional or advertising materials used in connection with **BPAY** Payments, including any in electronic form, that the Marks are being used by the Customer under the control of and with the authorisation of **BPAY** and acknowledging ownership of **BPAY** of the Marks.
- 6.3 Any use of the Marks by the Customer which is not in compliance with the requirements of this agreement or the Standards Manual and which is not promptly discontinued following written notice from the Master Biller to discontinue such use will be regarded as adequate ground for termination of this agreement.
- 6.4 The Customer is not entitled to license or assign the right to use any of the Marks whether by sale, consolidation, merger, amalgamation, operation of law or otherwise.
- 6.5 The Customer must use the appropriate denotation or legend of trademark registration or ownership in connection with the Marks, as required or consented to by the Master Biller.
- 6.6 If the Customer desires to use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the Marks), but used in association with or on the same printed matter as the Marks, it may do so provided that:
- (a) such use will not adversely affect the rights of **BPAY** in the Marks;
  - (b) the specification for such use is notified in writing to the Master Biller, and the Master Biller gives its written approval to that specification prior to such use.
- 6.7 The Customer must not use the Marks in such a way as to create an impression that the goods or services offered by the Customer are sponsored, produced, offered or sold by the owner of the Marks. The Customer must not adopt "**BPAY**" or any other Mark as any part of the name of its business or apply it to any goods or services offered for sale.
- 6.8 The Customer must immediately on becoming aware of any infringement or potential infringement of the Marks notify the Master Biller.
- 6.9 If any claim is asserted or legal proceedings commenced against the Customer for alleged infringement of any rights held by a third party by reason of the use of the Marks, then the Customer must when it becomes aware of that claim or legal proceedings:
- (a) provide prompt written notice of such claim or proceedings to the Master Biller; and
  - (b) keep the Master Biller informed of all developments in respect of the claim or proceedings.
- 6.10 The Customer undertakes to:
- (a) inform its Payer Customers, in a manner which is not misleading, how they may use **BPAY** Payments (including giving them the MB Biller Code);
  - (b) use only literature or promotional materials provided or approved by the Master Biller for the above purposes and in accordance with the Standards Manual; and
  - (c) print the **BPAY** logo and the MB Biller Code on its customer invoices,
- until such time as this agreement is terminated.

- 6.11 The Customer agrees to give the Master Biller access to the literature and materials referred to in clause 6.10 upon receiving reasonable notice from the Institution of its desire to have such access from time to time.
- 6.12 The Customer consents to the use of its name and main trading logo in lists and in promotional material by **BPAY**, the Master Biller, Payer Institutions and the Institution.

## 7 Customer representations and warranties

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- 7.1 *The Customer represents and warrants to the Master Biller and the Institution that:*
- (a) *it has all necessary power and authority to enter into this agreement and to perform its obligations under it;*
  - (b) *it will comply with all laws or industry codes applicable to the Customer in its exercise of its rights and performance of its obligations under this agreement; and*
  - (c) *all information provided at any time by the Customer to the Master Biller as contemplated by this agreement is true and accurate at the time it is provided. The Customer agrees to provide updated or corrected information to the Master Biller if any of the information provided by the Customer to the Master Biller at any time as contemplated by this agreement is no longer true and accurate.*

## 8 Termination

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- 8.1 This agreement terminates automatically if the Master Biller Agreement between the Master Biller and the Institution is terminated and as at that date the Master Biller has not entered into a Master Biller Agreement with another financial institution.

## 9 Definitions

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- 9.1 The following words have these meanings in this agreement unless the contrary intention appears.

**Account** means the account named as such in the Details.

**Adjustment** means a transaction processed through BPAY Payments to reverse a previous Payment.

**Banking Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**BPAY** means **BPAY** Pty Limited ABN 69 079 137 518.

**BPAY Payments** means the electronic payments service promoted by **BPAY** and any other enhancement of or addition introduced by **BPAY** from time to time.

**BPAY Scheme** means

- (a) **BPAY** Payments;
- (b) **BPAY** View; and
- (c) any other enhancement of or addition to (a) or (b) above from time to time introduced by **BPAY**.

**BPAY View** means the service promoted by **BPAY**, which allows Payers to view Bills electronically.

**Customer** means the entity named as Customer in the Details.

**Details** means the section of this agreement headed "Details".

**Institution** means the financial institution named as Institution in the Details.

**Marks** means the trade and service marks owned by **BPAY** from time to time and set out in the Standards Manual.

**Master Biller** means the person named as Master Biller in the Details.

**Payer** means a person who uses **BPAY** Payments to make a Payment.

**Payer Customer** means a Payer who makes a Payment to the Customer.

**Payer Direction** means a direction from a Payer to their Payer Institution to effect a Payment through **BPAY** Payments, by or crediting an account or facility held by the Payer with that Payer Institution.

**Payer Institution** means a financial institution participating in the **BPAY** Scheme with whom a Payer has an account facility from which payments can be made and who receives a Payer Direction from that Payer.

**Payment** means a payment made, or to be made, by or on behalf of a Payer through **BPAY** Payments.

**Payment Cut-off Time** means, with respect to a Payer and its Payer Institution, the time on a Banking Business Day set from time to time by that Payer Institution as the time by which that Payer Institution must receive a Payer Direction for it to be processed by it on that day.

**Payment Methods** means the methods specified in the Details accepted by the Institution, which may be used by a Payer Customer to make a Payment through **BPAY** Payments.

**Settlement Date** means the date being in the case of a Payer Direction given by a Payer to its Payer Institution:

- (a) before its applicable Payment Cut-Off Time on a Banking Business Day, that day; or
- (b) after its applicable Payment Cut-Off Time on a Banking Business Day, or on a non-Banking Business Day, the next Banking Business Day.

**Standards Manual** means the **BPAY** Identity Standards Manual issued by **BPAY** prescribing the way in which the Marks may be represented, and provided to the Customer with this agreement (as may be amended from time to time).

**NOTE:**

***The Sub-biller Operations Manual setting out adjustments and error correction rules for Sub-billers is available within the StrataPay administration console.***

**EXECUTION CLAUSE**

***Execution of the StrataPay Agreement confirms acceptance of the BPAY Sub-biller Agreement Terms and Conditions as attached by both the Sub-biller and StrataPay Pty Ltd as per the StrataPay Agreement.***